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Gwinnett County, GA

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Return to: Gaddis & Lanier, LLC  
3330 Cumberland Blvd.  
Suite 500  
Atlanta, Georgia 30326  
Attn: Ashley Miller Lanier

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 23963  
Page 30

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BUTLER SPRINGS SUBDIVISION AND SUBMISSION TO  
THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT ("POAA")**

WHEREAS, Grand Oaks Development, Inc. ("Declarant") recorded the Declaration of Covenants, Conditions and Restriction for Butler Springs Subdivision on July 26, 2001, recorded in Deed Book 23963, Page 30; in the Gwinnett County, Georgia, land records (collectively hereinafter referred to as the "Declaration"); and

WHEREAS, Article IX, Section 9.02 of the Declaration provides that the Declaration may be amended upon an agreement signed by 75% of the Owners; provided, however, that the Declarant shall also agree to the amendment if the Declarant owns any real property within Butler Springs; and

WHEREAS, the Declarant no longer owns any property within Butler Springs, and therefore, its consent to this Amendment is not required; and

WHEREAS, Article XI, Section 11.01(d)(ii) additionally requires the approval of 51% of the "Eligible Holders" of mortgages on lots to consent to any amendment regarding certain issues, which this amendment is addressing; however, an "Eligible Holder" is defined in Article XI, Section 11.01(a) as a mortgage company that has expressly requested certain notices and approvals in a written request to the Association; and

WHEREAS, the Association has received no such written requests, and therefore, there are no "Eligible Holders" requiring consent to approve this amendment; and

WHEREAS, The Association's Owners desire to amend the Declaration, have voted in favor of this Amendment, and have approved this Amendment to the Declaration by executing individual agreement forms maintained by the Board of Directors in accordance with the Court of Appeals holding in Bowman vs. Walnut Mtn. Prop. Owners Assoc., 553 S.E.2d 389 (2001); and

WHEREAS, these amendments do not alter, modify, change or rescind any right, title, interest or privilege held by any first mortgage holder on any Lot; provided, however, if a court of competent jurisdiction determines that these amendments do so without such first mortgage holder's consent, then these amendments shall not be binding on the first mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to these amendments shall control with respect to the affected first mortgage holder

NOW, THEREFORE, the Declaration is amended as follows:

**1.**

**Article I is hereby amended by adding the following new definitions as follows:**

- 1.13 "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as such act may be amended from time to time.
- 1.14 "Amendment Effective Date" shall mean the date this amendment is recorded in the Gwinnett County, Georgia land records.
- 1.15 "Occupant" means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.
- 1.16 "Total Eligible Vote" means all those votes attributable to members of the Association, but excluding those members who have had their voting rights suspended.

**2.**

**Article I, Section 1.10 is hereby amended by adding the following to the end thereto:**

Such real property shall be owned in fee simple and subject to the provisions of this Declaration and the Georgia Property Owners' Association Act, O.C.G.A., Section 44-3-220, et seq.

**3.**

**Article IV and all subsections included therein of the Declaration are hereby deleted in their entirety and the following new Article IV shall be substituted therefore to incorporate the provisions of the Georgia Property Owners' Association Act.**

**ARTICLE IV**  
**ASSESSMENTS**

4.01. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized by the Board.

4.02. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific special assessments levied by the Board hereunder against any particular Lot, including, but not limited to, reasonable fines imposed hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall

be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, at the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Gwinnett County, Georgia records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

4.03. Individual Assessments. Except as provided below, elsewhere in the Act, in the Declaration, or the By-Laws, the amount of all common expenses shall be assessed against all Lots equally.

(a) Notwithstanding the above, the Board of Directors shall have the power to assess specific special assessments pursuant to this Section and to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specially assessed equitably among all of the Lots which are benefited according to the benefit received.

(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot(s) may be specially assessed against such Lot(s), including attorneys' fees incurred by the Association, in enforcing the Declaration, By-Laws or Association rules and regulations.

For purposes of this Section, nonuse shall constitute a benefit to less than all Lots or a significant disproportionate benefit among all Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

4.04. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessments or any other charge, or any part thereof, is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum, or such higher rate as permitted by the Act, shall accrue from the due date.

If part payment of assessments and related charges is made, the amount received may be applied by the Board, in respective order, to costs and attorneys' fees, late charges, interest, delinquent assessments, and current assessments.

(b) If assessments, fines or other charges, or any part thereof, due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all assessments, including any special assessment, fines and/or other charges that have accumulated, without any further notice being given to the delinquent Owner.

(c) If assessments, fines, or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law, including reasonable attorneys' fees actually incurred, and suspend the Owner's and Occupant's right to use the Common Property (provided, however, the Board may not deny ingress or egress to or from the Lot).

Further, if a member is shown on the books or management account of the Association to be more than thirty (30) days delinquent in any payment due the Association, the member's right to vote shall be automatically suspended, and the member shall not be eligible to be elected to the Board of Directors until such time that the delinquency is paid in full.

4.05. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total eligible vote of the Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget, or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the By-Laws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of common expenses on which the Board may base the annual assessments.

4.06. Special Assessments. In addition to other assessments authorized herein, the Board may at any time levy a special assessment against all Owners, provided that such special assessment in excess of five hundred dollars (\$500.00) shall have first been approved by a two-thirds (2/3) vote of the members of the Association who are present in person or by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose. Notwithstanding the above, in the event that there are consecutive years where a special assessment is passed, then on the 4<sup>th</sup> year the special assessment is proposed, regardless of the amount, the approval of said special assessment shall require approval of two-thirds (2/3) vote of the members of the Association who are present in person or by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

4.07. Capital Budget. The Board may prepare an annual or multi-year capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 6 above.

4.08. Capital Contribution/Transfer Fee. In addition to all other assessments and charges provided for in this Declaration, effective immediately after the date this amendment is recorded in the Gwinnett County, Georgia land records, the purchaser or grantee of every Lot shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon any and each conveyance or transfer of the Lot to any person other than to: (1) the spouse of an Owner; or (2) the heir of a deceased Owner. The Capital Contribution Assessment shall be \$250.00 at the time of the conveyance or transfer of the Lot.

The Capital Contribution Assessment shall not constitute a prepayment of the annual assessment, but shall be in addition to the annual assessment and all other assessments and charges provided for herein. The Capital Contribution Assessment shall be due and payable at the time of each such conveyance or transfer, and the Assessment shall be collected at the closing of each such conveyance or transfer.

4.09. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Gwinnett County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$1,500.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Gwinnett County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

4.10. Lease Administration Fee. In addition to annual assessments, special assessments, Capital Contribution Assessments and other charges provided for under this Declaration, an Owner who is issued a Leasing Permit or Hardship Permit pursuant to Article VI, Section 5 after the Amendment Effective Date, and all Grandfathered Owners for leases entered into or lease renewals that commence after the Amendment Effective Date shall be required to pay to the Association a Leasing Administration Fee of \$500.00 at the time a lease is executed or an occupancy relationship is created hereunder. The Lease Administration Fee shall constitute a specific assessment as described in this Declaration.

4.11. Statement of Account. Any Owner, Mortgagee, or Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars or such higher amount as may be authorized under the Act, as a prerequisite to the assessments due on the Lot

as of the date specified therein. The Association may require an additional fee not to exceed twenty five (\$25.00) dollars if the Association provides a copy of the Declaration and By-Laws to any such Person in connection with a closing or otherwise upon request.

4.

**Article VI of the Declaration is hereby amended by adding a new Section 6.23, as follows:**

6.23. Leasing/Renting and Occupancy. In order to preserve the character of the Butler Springs community as a predominantly owner-occupied community, the Leasing of Lots is prohibited, except by the Association and as otherwise may be provided herein.

(a) Definitions.

(i) **"Leasing or Renting"** shall mean the regular, exclusive occupancy of a Lot by any person(s) other than:

- (A) the Owner, spouse of an Owner, or child(ren) of an Owner (collectively referred to as "Authorized Occupant");
- (B) an Authorized Corporate Occupant (defined below); or
- (C) one (1) roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant occupies the Lot as his or her primary residence.

(ii) **"Authorized Corporate Occupant"** means an officer, director, shareholder or member of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for any such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot. All Occupants must qualify as an Authorized Corporate Occupant or be the one (1) roommate, including any minor children.

(iii) **"Grandfathered Owner"** means an Owner who is lawfully leasing his or her Lot on the Amendment Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Amendment Effective Date, provide the Board with a copy of the lease in effect on the Amendment Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Amendment Effective Date, and shall not include any future Lots purchased by a Grandfathered Owner. Grandfathering shall automatically expire and any lease of the Lot shall automatically terminate on the date the Grandfathered Owner conveys title to the Grandfathered Lot to any Person (other than the Owner's spouse or children heirs). Grandfathered Owners shall be obligated to pay the Lease Administration Fee pursuant to this Declaration for all leases entered into or lease renewals commencing after the Amendment Effective Date on an annual basis.

(iv) **"Grandfathered Lot"** means the Lot owned by a Grandfathered Owner on the Amendment Effective Date.

(b) Authorized Permitted Leasing/Renting.

Leasing/Renting of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Leasing Permit or a Hardship Permit as provided below; or (3) any first Mortgagee who becomes the Owner of a Lot in satisfaction of its Mortgage.

Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(i) Leasing Permits. Any Owner wishing to lease his or her Lot shall request, in writing, a leasing permit from the Board of Directors. The Board of Directors shall approve an Owner's request for a leasing permit if the total number of current, outstanding leasing permits and Grandfathered Lots is seven (7) or fewer Lots in the Community.

If the total number of Lots leased in the Community is seven (7) Lots or more, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until that number falls below seven (7). Owners who have requested a leasing permit shall be placed on a waiting list to be issued a leasing permit and when the number of leased Lots falls below seven (7), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (1) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot for ninety (90) consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Lot by the Owner.

(ii) Hardship Permits. If the inability to lease/rent will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit at its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the community if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner is in violation of this Declaration, the By-Laws, or any Association rules and regulations.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Lot within one year; or (3) an Owner dies and the Lot is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease/rent the Lot once for a term not to exceed one (1) year. Additionally, Hardship Permits are not transferrable to new tenants, and will automatically expire and be revoked prior to the expiration of the one (1) year term

upon the occurrence of any of the following: (a) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); or (b) the occupancy by the Owner. Additionally, a Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for only one (1) additional Hardship Permit at the expiration or revocation of a previous one.

(c) General Leasing/Renting Provisions.

(i) Notice and Approval. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least ten (10) days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names, phone numbers, work locations and work phone numbers of the proposed tenants and all other Occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with this Declaration, By-Laws or any rules and regulations promulgated thereto. Nothing herein gives the Board the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease. Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(ii) Lease/Rental Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval. Rentals of a Lot or portion of a Lot on a short time basis such as HomeAway rentals, Air B&B rentals, and VRBO rentals are strictly prohibited regardless of whether the Owner of the Lot is present during the rental period.

(iii) Liability for Assessments: Compliance. The Owner must provide the tenant copies of this Declaration, By-Laws or any rules and regulations promulgated thereto. The following provisions are incorporated into each lease or occupancy of any Lot, whether or not expressly stated therein:

(A) Compliance with the Butler Springs Legal Documents. All terms defined in the Amended and Restated Declaration of Protective Covenants for Butler Springs ("Declaration") are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of the Declaration, By-Laws or any rules and regulations (the "Governing Documents") of the Butler Springs Community Association, Inc. ("Association"). The Owner and tenant also are responsible for violations by any Occupants and guests of the Lot; notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased/rented or occupied in violation of the Governing Documents, or if the Owner, tenant, Occupant or guest violates such Governing Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, tenant and/or Occupant authorized under the Governing Documents, including, but not limited to fining the Owner and/or eviction of the tenants and Occupants as provided for herein below.

(B) Use of Association Property. The Owner transfers and assigns to the tenant, for the term of the lease, all rights and privileges the Owner has to use any of the Association Property and any facilities located thereon.

(C) Liability for Assessments. The Owner and tenant acknowledge and understand that if Owner fails to pay an assessment or any other charge to the Association when due, the delinquent Owner consents to the assignment of any rent received from the tenant during the period of the delinquency. In such case, upon request by the Board, the tenant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by the tenant. However, the tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. Owner acknowledges, understands and accepts that all such payments made by the tenant shall reduce, by the same amount, the tenant's obligation to make monthly rental payments to the Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(D) Enforcement. If a Lot is leased/rented or occupied in violation of the Governing Documents, or if the Owner, Occupant or guest violates the Governing Documents, such violation is deemed to be a default under the terms of this lease. In addition to all other remedies permitted by the Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate this lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. The Association also may require the Owner to evict the Occupants for any such violation.

(E) Lease Administration Fee. The Owner shall pay a Lease Administration Fee as set forth in this Declaration herein.

**7.**

**Article IX of the Declaration is hereby deleted in its entirety and replaced thereto with the new Article IX below.**

**Article IX**

**Duration and Amendment**

9.01. Duration. The covenants and conditions of this Declaration shall run with and bind the Properties perpetually to the extent provided in the Act.

9.02. Amendments. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of two-thirds (2/3) of the Total Eligible Vote of the Members of the Association. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any deed to secure debt encumbering any Lot or Common Property affected thereby unless such holder shall consent in writing thereto. Notice of a

meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Gwinnett County, Georgia, land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Gwinnett County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

**IN WITNESS WHEREOF**, the undersigned officers of the Butler Springs Community Association, Inc., hereby certify that the above Amendment to the Declaration was duly adopted by the required percentage of the Association and its membership, with all required notices duly given.

This 14 day of June, 2021.

**BUTLER SPRINGS HOEMOWNERS ASSOCIATION, INC.**

By: Linda E. Ben [SEAL]  
President

Sworn to and subscribed to before me  
this 14 day of June, 2021.

David Mairer  
Witness

Myra Anne Caldwell  
Notary Public  
Expires Aug 7, 2021

Attest: Sandra B. Tyler [SEAL]  
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before me  
this 14 day of June, 2021.

David Mairer  
Witness

Myra Anne Caldwell  
Notary Public  
Expires Aug 7, 2021